



City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL #13-19

Arts and Culture Study for the City of Rockville Department of Recreation and Parks

Proposals Accepted until 3:00 P.M., Local Time

TUESDAY, OCTOBER 30, 2018

Procurement Division
City of Rockville, City Hall
111 Maryland Avenue, 2nd floor
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

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**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

REQUEST FOR PROPOSAL # 13-19

**ARTS AND CULTURE STUDY FOR THE CITY OF ROCKVILLE
DEPARTMENT OF RECREATION AND PARKS**

SECTION I: PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY

Sealed proposals addressed to the City of Rockville, Maryland (the "City") to provide professional services for the preparation of an arts and culture study for the City of Rockville Department of Recreation and Parks will be received at Rockville City Hall, Procurement Division, 2nd floor, Attention: Pat Ryan, CPPB, Principal Buyer, 111 Maryland Avenue, Rockville, Maryland 20850 until **TUESDAY, OCTOBER 30, 2018 by 3:00PM, local time**. No proposals will be accepted after that time.

1.01 RECEIPT AND HANDLING OF PROPOSALS

The Vendor assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any Vendor or the contents of any proposal to competing Vendors during the evaluation process. The proposals, except for information identified by the Vendor as proprietary, shall be open for public inspection after the contract award.

1.02 PURPOSE

The City of Rockville (City) is seeking the professional services from an experienced consulting firm providing professional services for the preparation of an arts and culture study for the City of Rockville Department of Recreation and Parks. The prospective consultant will collect and analyze data to develop a clear set of recommendations that allow the City to capitalize on its arts and culture assets and to move closer to achieving the goal of becoming an arts destination.

1.03 PRE-PROPOSAL MEETING

None needed.

1.04 SUBMITTAL OF QUESTIONS

Prospective Vendors are requested to submit any questions no later than **FRIDAY, OCTOBER 12, 2018 by 5:00PM (local time)** to Pat Ryan, CPPB, Principal Buyer, via e-mail at pryan@rockvillemd.gov. Mark subject line or cover page or envelope: **"Questions on RFP #13-19, "ARTS AND CULTURE STUDY FOR THE CITY OF ROCKVILLE DEPARTMENT OF RECREATION AND PARKS."**

1.05 AWARD

Award will be made to the qualified Firm obtaining the highest score combining technical qualifications and price. Additional information regarding award criteria can be found in Section V, Evaluation and Award, of this document.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

1.06 AGREEMENT

The successful firm shall be required to complete a two-party standard form of agreement. A sample Agreement (Attachment E) is attached for your reference.

1.07 NOTICE TO VENDORS

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Vendors must supply with their proposals their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

1.08 QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Vendors must be qualified to submit Proposals in the State in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

1.09 EXPENSES ASSOCIATED WITH RESPONSE

The City will not be responsible for any expenses incurred by a Vendor in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

1.10 ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

1.11 REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

1.12 DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

*****END OF SECTION I*****

SECTION II: KEY DATES SUMMARY SHEET

The City intends to adhere to the schedule listed below as closely as possible but reserves the right to modify the schedule in the best interest of the City as required.

RFP Title:	ARTS AND CULTURE STUDY FOR THE CITY OF ROCKVILLE DEPARTMENT OF RECREATION AND PARKS
RFP Number:	RFP #13-19
RFP Issue Date:	Thursday, September 27, 2018
Pre-Proposal Meeting:	None Needed
Deadline for Questions:	Friday, October 12, 2018 by 5:00 (local time)
Send questions to:	Pat Ryan, Principal Buyer pryan@rockvillemd.gov Phone: (240) 314-8434
Responses to Written Questions (and any Addendum, if applicable)	On or before Wednesday, October 17, 2018 by 12:00pm Noon
Sealed Proposals shall be submitted to:	City of Rockville Attn: Procurement Division, 2 nd floor 111 Maryland Avenue Rockville, MD 20850
Proposal Due Date and Time:	TUESDAY, OCTOBER 30, 2018 by 3:00PM (local time)

END OF SECTION II



CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

REQUEST FOR PROPOSAL #13-19

Arts and Culture Study for the City of Rockville
Department of Recreation and Parks

SECTION III: SCOPE OF WORK AND REQUIRED SERVICES

3.01 DESCRIPTION OF CITY OF ROCKVILLE, MARYLAND

- A. Rockville is a 13-square-mile city that is home to almost 68,000 residents, located less than 15 miles northwest of Washington, D.C., and is frequently recognized as one of the best places to live in the nation. Rockville reveres its roots, its commitment to citizen-centric public service, to the environment and to the connection of neighborhoods and residents.
- B. Rockville is centrally located within the Washington, D.C. Metro area, is the county seat, and continued growth is projected for both the City and the region in the coming decades. Between 2018 and 2040, there is expected to be demand for about 10,000 net new housing units in Rockville, based on current regulations and expectations of market demand.
- C. The City has long valued arts and culture as an integral part of our community and it has stated in numerous plans that it intends to develop its arts and cultural resources to become a preferred destination. The definition of arts and culture throughout this document refers to the arts, culture, sciences, community heritage, entertainment, and humanities. Arts and culture programs and services are offered through a variety of City-delivered programs, community partners, and non-profit and for-profit providers. These programs and services also have significant value for the City's economic development, tourism, strategic initiatives, history, and community planning.

3.02 INTRODUCTION

- A. This Request for Proposals (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.
- B. Based on this RFP, possible interviews and reference checks, the City of Rockville (City) intends to select a consultant to prepare and conduct an art and culture study. This process will include the negotiation of a Professional Services Agreement. If the City is unable to reach a contract agreement with the selected consultant, then the City would have the option to negotiate with another consultant. This RFP does not commit the City to award a contract, defray any costs incurred in the preparation of a proposal pursuant to the RFP, or in any resulting negotiations, or to procure a contract for work.

3.03 STATEMENT OF WORK OVERVIEW

- A. The City is seeking the professional services from an experienced consulting firm qualified to prepare an arts and culture study. The prospective consultant will collect and analyze data to develop a clear set of recommendations that allow the City to capitalize on its art and culture assets and to move closer to achieving the goal of becoming an arts destination.
- B. The consultant will work closely with City staff, the Cultural Arts Commission, and stakeholders in preparing the study. The consultant will create a full report and executive summary for public distribution. This process includes developing a comprehensive inventory, an analysis of best practices, recommendations, implementation strategies, and project schedule.
- C. The City is interested in completing the arts and culture in the City of Rockville study within four (4) months after notice to proceed. Funding of approximately \$50,000 for the entire project and final report presentation, is available in the Department of Recreation and Parks FY19 operating budget. <http://www.rockvillemd.gov/DocumentCenter/View/28118/Fiscal-Year-2019-Adopted-Operating-Budget-and-Capital-Improvements-Program>

3.04 OVERVIEW OF SERVICES/DELIVERABLES, KEY TASKS

A. Kick-off Meeting and Site Visit (After Award)

- a. Meet with City staff for a project orientation.

B. Background Review

The Consultant shall review the following documents, internet links listed below, prior to the project initiation:

- a. Relevant budget, plans and policies
 - i. Relevant sections of the City of Rockville Budget
<https://www.rockvillemd.gov/951/Budget-Financials>
 - ii. Relevant sections of the City's 2040 Comprehensive Plan (in development)
<https://www.rockvillemd.gov/203/2040-Master-Plan-Update>
 - iii. City's Culture Arts and Entertainment Plan
<https://www.rockvillemd.gov/DocumentCenter/View/58/Cultural-Arts-and-Entertainment-Plan>
 - iv. Arts in Public Places Program Implementation Plan 2017-2022
<https://www.rockvillemd.gov/DocumentCenter/View/30299/AIPP-Implementation-Plan-2017-2022>
 - v. Rockville Public Art Condition Assessment
<https://www.rockvillemd.gov/DocumentCenter/View/30298/Rockville-Public-Art-Condition-Assessment-Report>

C. Scope of Services

The Consultant will manage the assessment process. The process will involve an in-depth assessment of the City of Rockville's arts and culture needs. The process/study shall include:

- a. Project kickoff meeting.
- b. Conduct an analysis of arts and culture functions within City government, as well as those of City-associated community partners, and non-profit and for-profit providers within the City of Rockville limits.

- c. Review the financial allocations and revenues generated for arts and culture programs within City government, as well as funding and in-kind services to community partners, and non-profit and for-profit providers.
- d. Interview stakeholders.
- e. Conduct research on comparable cities and best practices across the country that have committed to becoming an arts destination.
- f. Make recommendations for steps that will raise the level of arts and culture programming in the City of Rockville.
- g. Draft a strategy to implement the recommendations that align the City with arts and humanities programming and includes a proposed operating structure.
- h. Develop a plan to fund the initiative/strategy.
- i. Final report and supporting data.

3.05 OVERVIEW OF SERVICES/DELIVERABLES

At the end of the project, the Consultant shall deliver to the City:

- a. Two (2) hard copies of all reports produced, along with high-quality electronic copies of the same;
- b. Electronic copies of all applicable PowerPoint presentations and photos used at public meetings;
- c. Two (2) hard copies and one (1) editable version of the final draft.

3.06 PROJECT SCHEDULE

The City anticipates conducting the project over a period of not more than four (4) months. The project schedule should address the scope of work and include an approximate timeline for completing each of the individual tasks as described in the scope of work. Any additional tasks or other changes to the scope of work recommended by the Consultant should be indicated in the project schedule.

*****END OF SECTION III*****

SECTION IV: PROPOSAL FORMAT AND REQUIRED CONTENT

4.1 Proposals shall include the following parts:

4.1.1 TITLE PAGE. The Proposal should begin with a title page bearing the name and address of the Vendor and the name and number of this RFP.

4.1.2 IDENTIFICATION OF CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS. If applicable, information the vendor claims to be confidential, proprietary commercial information or trade secrets shall be identified after the Title Page and before the Table of Contents in the Vendor's Proposal. This information, along with any claim of confidential financial information, should also be disclosed. The Vendor must include an explanation for each individual claim of confidentiality.

4.1.3 TABLE OF CONTENTS. A table of contents for the Proposal should follow the title page or the Vendor's confidential, proprietary information or trade secrets claims.

4.1.4 COVER LETTER. Provide a cover letter and company profile introducing the Vendor (one-page). Should also include name, telephone number and email address of contact person.

4.1.5 RESPONSE TO ARTS AND CULTURE STUDY FOR THE CITY OF ROCKVILLE DEPARTMENT OF RECREATION AND PARKS (Section III: 3.04 through 3.06). Responses must be clear and thorough, but concise, and should demonstrate the vendor's overall understanding of the services required, including any assumptions, standards and deliverables.

4.1.6 EXPERIENCE AND EXPERTISE.

- 1) Describe your firm's experience related to providing professional services for the preparation of an arts and culture study for the City of Rockville Department of Recreation and Parks. Provide examples of, and references for, at least three (3) relevant projects (see Attachment B1 and Attachment B2). The relevant projects should tie back to the References. For example, if the similar scope project is from Jurisdiction A, the Reference should also be from Jurisdiction A. The relevant project can be in the form of a summary page or it can be an active link.
- 2) Describe the firm's approach and understanding of the project. The consultant shall detail their understanding of the scope of this RFP and the proposed approach to fulfill the requirements of this RFP.
- 3) Provide the name, title, address, telephone number, and email address of the primary point person who will oversee the project, including professional qualifications.
- 4) Provide a description of the staffing plan that will meet the City's needs. Provide the relative effort each assigned staff member will devote to the project, including his/her specific role and area of expertise. Demonstrate evidence through an organizational chart (showing years of work in this field) or resume(s) that the vendor has adequate staff, time, and expertise to handle the City's requirements.
- 5) If relevant, identify any subcontractors, what portion of the work they will be doing, detail their qualifications and capabilities to provide the services rendered.

4.1.7 EXECUTION OF OFFER

- 1) Complete the Execution of Offer (Attachment A) **PLACE IN A SEPARATE, SEALED MARKED ENVELOPE – WITH ORIGINAL PROPOSAL ONLY.**

2) Unbalanced Price Proposals will receive less than favorable evaluation.

4.1.8 ATTACHMENTS

In addition to Attachment A (Execution of Offeror) stated in 4.1.7 EXECUTION OF OFFER (above) **PLACE IN A SEPARATE, SEALED MARKED ENVELOPE – WITH ORIGINAL PROPOSAL ONLY**, the following is required:

- 4.1.8 a. Attachment B1, References and B2 Relevant (and related) Projects.
- 4.1.8 b. Attachment C, Affidavit Form.
- 4.1.8 c. Attachment D, Proposer's Questionnaire.
- 4.1.8.d. Attachment E, Professional Services Agreement, Provide a statement that the firm, if awarded the contract, shall execute the City of Rockville's Standard Professional Services Agreement (Attachment E).
- 4.1.8 e. Attachment G, Insurance, The Firm shall meet all of the insurance requirements contained within this proposal document. Provide confirmation from your insurance carrier of your ability to obtain a certificate of insurance including a waiver of subrogation and endorsements in accordance with the Insurance Rev2 (09/08) document (Attachment G). The City reserves the right to require Insurance documents prior to award to expedite the award process.
- 4.1.8. f. Attachment H, Exceptions (if any), The submitting Firm shall prepare this attachment. Any exceptions to the requirements of this RFP that the Firm requests the City to consider must be placed in this section. Each exception should be addressed separately with specific reference to the requirement. If there are no proposed alternatives or exceptions, a statement to that effect must be included in this section of the proposal.

*****END OF SECTION IV*****

SECTION V: EVALUATION AND AWARD**5.1 CRITERIA**

Evaluation Criteria	Possible Points
Demonstrated ability to meet the requirements of the scope of work. (i.e., Does the firm have a proven ability to provide the services requested? Does the company have prior experience with the same or similar work scope?)	30
Firm experience and technical competence of personnel assigned to the project	25
Demonstrated Understanding of the Project Approach (i.e., Does the proposal address the breadth and scope of the services desired? Does the proposal adequately demonstrate an approach that will deliver the requested outcomes?)	25
Fee Schedule (i.e., does the cost seem reasonable for the scope of services proposed; does the proposed Fee Schedule provide the City good value?) Section 4.1.7/Attachment A	10
References (Attachment B1 and B2)	10
Total Points Possible	100

5.2 EVALUATION PROCESS

An Evaluation Committee (EC) consisting of City staff will review all proposals. The following procedure will be utilized:

- A. Upon receipt of proposals, the EC will independently review and evaluate all proposals in accordance with the evaluation criteria listed above. Each EC member will complete a proposal evaluation matrix form and a composite rating will be developed which indicates the Offeror's collective ranking.
- B. Offerors **may** be required to make oral presentations to City representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All written representations will become part of the Offeror's proposal and are binding if the Contract is awarded. Oral presentations, if required, will occur approximately two weeks after the proposal due date.
- C. The EC may also ask questions of a clarifying nature from Offerors.
- D. Selection will be made to an offeror deemed to be fully qualified and best suited among the proposals. The City will then consider the Price Proposal, after which negotiations may be conducted with the selected offeror, if and as needed. If an agreement deemed satisfactory and advantageous to the City can be reached with the selected offeror at prices, terms and conditions considered fair and reasonable by the City, an award will be made to that offeror. Otherwise, negotiations with that offeror will be formally terminated, and negotiations may be conducted with other offerors.
- E. The City may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous.

*****END OF SECTION V*****

SECTION VI: SUBMISSION INSTRUCTIONS

6.1 PROPOSAL COPIES

- A. One unbound (1) original and five (5) copies of the proposal marked “**RFP# 13-19, “ARTS AND CULTURE STUDY FOR THE CITY OF ROCKVILLE DEPARTMENT OF RECREATION AND PARKS”**” must be submitted by the deadline stated herein. Complete the Execution of Offer (Attachment A) **PLACE IN A SEPARATE, SEALED MARKED ENVELOPE – WITH ORIGINAL PROPOSAL ONLY.**
- B. Submit ONE complete copy of the entire proposal on CD-R or DVD compact disc(s) or equivalent thumb drive. Do not submit CD-RW or DVD-RW discs.
- C. Submit ONE CD/DVD or equivalent thumb drive redacted in accordance with any requested applicable exemptions from disclosure in the Maryland Public Information Act. This CD/DVD or equivalent thumb drive may be used to respond to any Maryland Public Information Act (FOIA) request.

6.2. STANDARDIZED PROPOSAL FORMAT

In order to provide each Vendor an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals should be submitted and must contain the following elements organized into separate chapters and/or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

6.3 PROPOSAL PREPARATION

The Vendor should prepare the proposal simply and economically, providing a straightforward, concise description of the solution and capabilities to satisfy the conditions and requirements of this RFP. The City does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances the City’s understanding of your Proposal. The Vendor’s emphasis should be on completeness and clarity of content.

*****END OF SECTION VI*****

SECTION VII: ADDITIONAL CONTRACT ITEMS

7.1 INVOICING AND PAYMENT

The Vendor shall submit invoices which shall include a detailed breakdown of all charges.

Invoices shall be based upon completion of project tasks and deliverables and shall reference the City's Purchase Order (PO) number or other agreed upon payment method. All such invoices will be paid promptly by the City unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Vendor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

Andy Lett, Superintendent of Recreation
Recreation and Parks Department
City of Rockville
111 Maryland Avenue
Rockville, Maryland 20850

7.2 CONTRACT AND PROJECT MANAGER

Unless otherwise noted in the RFP, the designated contract and Project Manager (PM) will be Andy Lett, alett@rockvillemd.gov (240-314-8627).

7.3 RIGHT TO CANCEL

The City reserves the right to cancel this Request for Proposal or reject any or all proposals at any time prior to an award. The City is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

7.4 OFFEROR EXCLUSION AND AFFIRMATION

Signing Execution of Offeror submitting a proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and Offeror may be removed from all proposal lists. By signing this proposal, the Offeror hereby certifies that:

- A. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- B. The Vendor, corporation, partnership or institution represented by the contractor, or anyone acting for such Vendor, corporation or institution has not violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- C. The Offeror has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

7.5 PUBLIC INFORMATION REQUESTS

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the City under the Maryland Public Information Act. Information that an Offeror claim is confidential must be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the City will notify the Offeror and make a determination whether the information must be disclosed.

7.6 ADDITIONAL SERVICES

While the City has listed all major services on the solicitation, which are utilized by City departments in conjunction with its operations, there may be ancillary services that must be contracted for by the City during the term of this contract. Under these circumstances, a City representative will contact the Vendor to obtain a proposal for the ancillary services.

*****END OF SECTION VII*****

SECTION VIII: RFP COMPLETION CHECKLIST

This checklist is a summary of the required components of the RFP. It is provided as a convenience to Vendors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the Vendor to submit complete and compliant Proposals.

- _____ **TITLE PAGE (4.1.1)**
- _____ **IDENTIFICATION OF CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS (4.1.2)**
- _____ **TABLE OF CONTENTS (4.1.3)**
- _____ **COVER LETTER (4.1.4)**
- _____ **RESPONSE TO SPECIFIC SERVICES/DELIVERABLES REQUIRED AS LISTED IN 3.05 – 3.06 (4.1.5)**
- _____ **EXPERIENCE AND EXPERTISE (4.1.6)**
- _____ **ATTACHMENT A, (EXECUTION OF OFFER) (4.1.7) Complete the Execution of Offer (Attachment A) PLACE IN A SEPARATE, SEALED MARKED ENVELOPE – WITH ORIGINAL PROPOSAL ONLY.**
- _____ **ATTACHMENT B1 (REFERENCES) AND ATTACHMENT B2 (RELEVANT PROJECTS) (4.1.8 a)**
- _____ **ATTACHMENT C (AFFIDAVIT FORM) (4.1.8 b)**
- _____ **ATTACHMENT D (PROPOSER’S QUESTIONNAIRE) (4.1.8 c)**
- _____ **ATTACHMENT E (PROFESSIONAL SERVICES AGREEMENT) (4.1.8 d)**
- _____ **ATTACHMENT G (INSURANCE) (4.1.8 e)**
- _____ **ATTACHMENT H (EXCEPTIONS- IF ANY) (4.1.8 f)**

*****END OF SECTION VIII*****

for the City of Rockville Department of Recreation and Parks
(ATTACHMENT A)



**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM**

**REQUEST FOR PROPOSAL #13-19
ARTS AND CULTURE STUDY FOR THE CITY OF ROCKVILLE
DEPARTMENT OF RECREATION AND PARKS**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL

CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

ITEM NUMBER	DESCRIPTION	TOTAL COST PER ITEM
1	Kick-off Meeting and Site Visit (3.04, A): Meet with R&P staff for a project orientation.	\$ _____
2	Background Review (3.04, B): R&P staff will provide the Consultant with the following documents, either by hard copy or internet links, for review prior to project initiation: <ul style="list-style-type: none">i. City of Rockville Budgetii. Relevant sections of the City's 2040 Comprehensive Plan (in development)iii. City's Culture Arts and Entertainment Planiv. Arts in Public Places Program Implementation Plan 2017-2022v. Rockville Public Art Condition Assessment	\$ _____

Price proposal continued on next page

NAME OF VENDOR _____ RETURN THIS FORM WITH PROPOSAL

PRICE PROPOSAL PAGE - continued

ITEM NUMBER	DESCRIPTION	TOTAL COST PER ITEM
3	<p>Scope of Services (3.04 C): The Consultant will manage the assessment process. The process will involve an in-depth assessment of the City of Rockville's arts and culture needs. The process/plan shall include:</p> <ul style="list-style-type: none"> a. Project kickoff meeting. b. Conduct an analysis of arts and culture functions within City government, as well as those of City-associated community partners, and non-profit and for-profit providers within the City of Rockville limits. c. Review the financial allocations and revenues generated for arts and culture programs within City government, as well as funding and in-kind services to community partners, and non-profit and for-profit providers. d. Interview stakeholders. e. Conduct research on comparable cities and best practices across the country that have committed to becoming an arts destination. f. Make recommendations for steps that will raise the level of arts and culture programming in the City of Rockville. g. Draft a strategy to implement the recommendations that align the City with arts and humanities programming and includes a proposed operating structure. h. Develop a plan to fund the initiative/strategy. i. Final report and supporting data. 	\$_____
4	<p>Overview of Services/Deliverables (3.05, a-c): At the end of the project, the Consultant shall deliver to the City:</p> <ul style="list-style-type: none"> a. Two (2) hard copies of all reports produced, along with high-quality electronic copies of the same; b. Electronic copies of all applicable PowerPoint presentations and photos used at public meetings; c. Two (2) hard copies and one (1) editable version of the final draft. 	\$_____
<p align="center">Grand Total continued on next page</p>		

NAME OF VENDOR _____ RETURN THIS FORM WITH PROPOSAL

GRAND TOTAL* Items 1-4	\$ _____
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GRAND TOTAL IN WORDS _____
(\$ _____)

*** Any and all costs must be included in GRAND TOTAL, including all costs associated with travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.). These are the responsibility of the Contractor and should be factored into the price of the proposal.**

An unbalanced quote, where a unit price is unreasonably high or unreasonably low, may be rejected by the City as non-responsive.

ADDENDUM

Please note, that it is the Proposer’s responsibility to check the City’s site frequently for Addendum, which may impact pricing, this document’s requirements, terms and/or conditions. Failure to sign and return each Addendum with your response may result in disqualification of the proposal.

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOSAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney-in-Fact the same must be accompanied by a copy of the appointing document, duly certified.

NAME OF VENDOR _____ **RETURN THIS FORM WITH PROPOSAL**

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

Signature (SEAL) Date

Print Signature

WITNESS: _____

Signature

Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: (SEAL) _____
Member Signature Date

Print Signature

TITLE: _____ WITNESS: _____

Signature

Print Signature

IF A CORPORATION:

NAME OF VENDOR _____ RETURN THIS FORM WITH PROPOSAL

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature

CONTACT FOR ADMINISTRATION

NAME and TITLE: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF VENDOR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B1)



REFERENCES

The Vendor shall be competent and experienced with an established reputation within the community. The Vendor shall have performed similar work for a minimum period of six years. The Vendor shall furnish a representative list of three (3) projects involving work as specified. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal. The City reserves the right to contact each and every reference listed below and shall be free from any liability to proposer for conducting such inquiry. The City reserves the right to ask for additional references.

1. Organization or Jurisdiction: _____
Current Address: _____
Contact Person: _____ Phone: _____
Email Address (of Contact Person) _____
Contract Start Date: _____
Brief Description of Services Provided: _____
(attach additional page(s) as necessary)
2. Organization or Jurisdiction: _____
Current Address: _____
Contact Person: _____ Phone: _____
Email Address (of Contact Person) _____
Contract Start Date: _____
Brief Description of Services Provided: _____
(attach additional page(s) as necessary)
3. Organization or Jurisdiction: _____
Current Address: _____
Contact Person: _____ Phone: _____
Email Address (of Contact Person): _____
Contract Start Date: _____
Brief Description of Services Provided: _____
(attach additional page(s) as necessary)

NAME OF VENDOR _____ **RETURN THIS FORM WITH PROPOSAL**

(ATTACHMENT B2)



Provide examples three (3) relevant projects. The relevant projects should tie back to the References.

For example, if the similar scope project is from Jurisdiction A, the Reference should also be from Jurisdiction A. The relevant project can be in the form of a summary page or it can be an active link.

RFP # 13-19
Arts and Culture Study
for the City of Rockville Department of Recreation and Parks
(ATTACHMENT C)

A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the Vendor of
_____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

I further affirm:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above Vendor nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense involving performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above Vendor shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and

Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation of law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, Vendor or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, Vendor or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. **I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.**

Signature and

Title _____ Date _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT D)

PROPOSER'S QUESTIONNAIRE

The Vendor recognizes that in selecting a Contractor, the City will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Vendor warrants to the best of its knowledge that all responses are true, correct and complete.

Company Profile

1. Number of Years in Business: _____

2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)

3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City.

4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City.

5. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City.

6. Provide any details of a contract of your company's that was terminated for default that occurred within the past five years. "Termination for default" is defined as notice to stop performance due to vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

NAME OF VENDOR_____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT E)

SAMPLE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2018 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "CITY", and **<CONTRACTOR'S NAME>** hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, the City desires the Contractor to provide Arts and Culture Study for the City of Rockville Department of Recreation and Parks.

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the **<letter agreement dated xxx or RFP#13-19 and title>** hereto attached a made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated **xxxx** hereto attached a made a part hereof and identified as Exhibit "B" ; **<reference other attachments as necessary>** In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. **<if numerous exhibits list prevailing exhibit(s)>**

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

4. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

5. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

6. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

7. **AGREEMENT TERM.** This Agreement shall be effective upon execution of the contract and shall continue until project completion, estimated at six months after receipt of order.

8. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. **SUBCONTRACTS.** None of the services covered by this Agreement, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Attachment G for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

13. **INSURANCE.** The Contractor shall carry insurance with limits as required in Attachment G by the City and shall provide to the City a certificate evidencing the same.

14. **CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

15. **DISPUTES.** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described under a fixed price structure and not to exceed the proposed pricing as quoted.

20. INVOICING. Invoicing for payment shall include a complete description of the services rendered, on a completed per task basis. All invoices shall be submitted to the City of Rockville, Attn: Tim Chesnutt, City of Rockville, 111 Maryland Avenue, Rockville, MD 20850.

21. MODIFICATION. This Agreement may be modified only by written instrument signed by both parties hereto.

22. ENTIRE CONTRACT. This Agreement, including the exhibits attached hereto, constitutes the entire Agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

City Clerk/Director of Council Operations

THE MAYOR AND COUNCIL OF
ROCKVILLE

By: _____
City Manager

ATTEST

<CONTRACTOR NAME>

Print or Type Name

By: _____ (Seal)

Print or Type Name

Approved as to form and legality:

City Attorney

(ATTACHMENT F)



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO VENDORS
(PROPOSAL 7.2018)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.
3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/Bids.aspx>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.

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10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:
<http://www.rockvillemd.gov/documentcenter/view/74>

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.
16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.

17. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address:
<http://rockvillemd.gov/index.aspx?NID=234>
18. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

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19. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
20. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
21. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
22. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
23. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.
- All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.
24. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
25. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
26. **ABANDONMENT, DISSOLUTION AND RESTRUCTING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.
27. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

28. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

29. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

30. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

31. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

32. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

33. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

34. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

35. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

36. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
37. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
38. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
39. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

40. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

41. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
42. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
43. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

44. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
45. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
46. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
47. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
48. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

ATTACHMENT G

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Vendor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Vendor's insurance shall be primary.

The Vendor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Vendor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Vendor shall furnish a new certificate prior to any change or cancellation date. The failure of the Vendor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Vendor's Commercial and Excess/Umbrella Insurance for liability arising out of Vendor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Vendor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

RFP #13-19, Arts and Culture Study for the City of Rockville Department of Recreation and Parks

City Hall
111 Maryland Avenue
Rockville, MD 20850